

**ILUVTAX.COM**

**Bruce Jorgensen**

Certified Public Accountant

(509)531-1800

bruce@iluvtax.com

September 21, 2016

Arshee, Inc.  
Abul Azad, Chairman of the Board  
1780 Pike Street E104  
Richland, WA 99354

Re: Engagement letter

Dear Azad:

We are pleased to offer our services for the following services:

- 1) Assist with file the articles of incorporation for Arshee, Inc., a Washington Corporation
- 2) Assist with the merger of Arshee Inc., a New York State Corporation into Arshee, Inc., a Washington Corporation
- 3) Assist with the dissolution of Arshee Inc., a New York State corporation

We will contact the State of New York, Department of Taxation to obtain a written verification that Arshee, Inc. of New York is current with all tax obligations. Upon receipt of this verification, we will assist you with preparation of the required certificate of dissolution.

In connection with this engagement you agree, to the fullest extent permitted by law, to limit ILUVTAX.COM's liability for any and all claims, losses, costs, and damages of any nature whatsoever and howsoever alleged or arising, to the amount of payments collected by me for services rendered under this agreement.

**Fees**

I will bill \$150 per hour for the listed services. Also, an advance fee of \$500 is required to begin this work. Amounts billed are due upon receipt.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described above, please sign and return this letter to us via email attachment.

Sincerely,



Bruce Jorgensen, CPA  
ILUVTAX.COM

Approval: \_\_\_\_\_

Signature of authorized Board Member / Owner Representative

date: 22/09/2016

## Arshee, Inc.

As the registered agent of Arshee, Inc., I, Abul Azad, consent to allow ILUVTAX.COM and its principles to act on my behalf in filing of the articles of incorporation with the Washington Secretary of State.

APPROVED this 22 day of Sept, 2016.

  
Abel Azad, Registered Agent

**Arshee, Inc.**

**Corporate Resolution: Acquire Stock of Arshee, Inc., a New York State corporation**

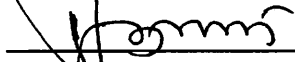
WHEREAS, it is considered advisable for the Corporation to purchase and acquire all or substantially all of the outstanding stock of Arshee, Inc., a New York Corporation, as a going business concern, be it:

RESOLVED, that the Corporation execute an agreement to purchase the corporate stock and securities of all in accordance with a purchase agreement annexed hereto, and be it:

RESOLVED FURTHER, that the President of the Corporation be authorized to execute such further documents and undertake such other acts as are reasonably required to carry out and consummate said transaction to purchase the stock the New York corporation.

RESOLVED, that the Board of Directors be and is authorized and empowered to take all actions necessary to sell and dispose of the assets and properties of the Corporation, all upon such price and terms as the Board in its discretion deems to be in the best interests of the Corporation.

APPROVED AND ADOPTED this 22 day of Sep, 2016.

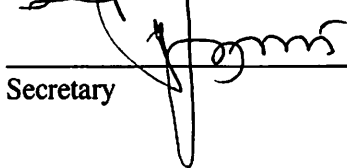
  
\_\_\_\_\_

Secretary

**CERTIFICATE OF SECRETARY**

I hereby certify that I am the Secretary of Arshee, Inc. and that the foregoing Bylaws, consisting of 12 pages including this page, constitute the code of Bylaws of the Corporation, as duly adopted at a regular meeting of the Board of Directors of the corporation held Sep 22, 2016.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 22 day of Sep, 2016.

  
\_\_\_\_\_

Secretary

## STOCK SALE AND PURCHASE AGREEMENT

This STOCK SALE AND PURCHASE AGREEMENT (this “Agreement”) is made by and between Abul Azad (the “Seller”) and Arshee, Inc., a Washington corporation (the “Buyer”). The Seller and the Buyer are also referred to herein individually as a “Party” and collectively as the “Parties.”

### WITNESSETH:

WHEREAS, the Seller owns 200 shares of common stock (the “Shares”) of Arshee, Inc., a New York corporation (the “Company”), and desires to sell the Shares to the Buyer; and

WHEREAS, the Seller has agreed to sell and the Buyer has agreed to buy the Shares, and the Parties desire to set forth the terms and conditions governing the purchase and sale of the Shares.

NOW, THEREFORE, for and in consideration of the premises, the mutual agreements and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Agreement to Sell and Purchase the Shares. In consideration of, and in express reliance upon, the representations and warranties of the Seller and the Buyer in this Agreement, the Seller hereby agrees to irrevocably transfer and convey the Shares to the Buyer, and the Buyer hereby agrees to grant 200 shares of Arshee Inc., a Washington corporation, for the Shares of The Company at the Closing (as defined below).

2. Closing. The closing of the purchase and sale of the Shares under this Agreement shall occur simultaneously with the execution of this Agreement by the Parties. Simultaneously herewith, the Buyer has delivered payment of the purchase price listed above and the Seller has surrendered to the Company's transfer agent (the “Transfer Agent”) the certificate representing the Shares, and has directed the Transfer Agent to issue a new certificate representing the Shares to be registered in the name of the Buyer.

3. Representations and Warranties of Seller. The Seller represents and warrants to the Buyer as follows:

(a) The Seller has good, valid and marketable title to the Shares free and clear of all mortgages, liens, pledges, security interests, charges, claims and other encumbrances and defects of title of any nature whatsoever.

(b) No person has any right or other claim against Seller for any commission, fee or other compensation as a finder or broker in connection with the transaction contemplated by this Agreement.

4. Representations and Warranties of Buyer. The Buyer represents and warrants to the Seller as follows:

(a) No person has any right or other claim against the Buyer for any commission, fee or other compensation as a finder or broker in connection with the transaction contemplated by this Agreement.

(b) The Buyer is financially capable of bearing the risk of loss of the entire investment represented by the Shares and is able to bear the economic risk of investment in the Shares for an indefinite period of time.

5. Miscellaneous.

(a) This Agreement contains all of the promises, agreements, conditions, terms, understandings, warranties and representations of the Parties with respect to the transactions and business relationships contemplated thereby and herein, and there are no other promises, agreements, conditions, understandings, warranties or representations, oral or written, express or implied, among them other than as set forth in this Agreement. This Agreement supersedes all prior agreements and understandings among the Parties with respect to its subject matter.

(b) This Agreement and all amendments, modifications, authorizations or supplements to this Agreement and the rights, duties, obligations and liabilities of the Parties under such document will be determined in accordance with the applicable provisions of the laws of the State of South Carolina, without reference to its doctrines or principles of conflicts of laws.

(c) This Agreement will be binding upon and inure to the benefit of the Parties, their personal and legal representatives, guardians, successors and assigns.

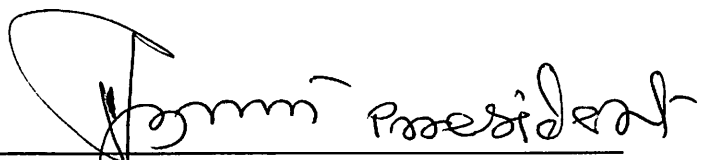
(d) Neither Party may assign this Agreement or any of the rights, interests, or obligations hereunder without the prior written approval of the other Party.

(e) This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the dates set forth below.

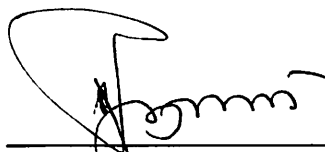
**"BUYER"**

Sep 22 2016  
Date

  
\_\_\_\_\_  
Print Name:  
Ayshee, Inc., a Washington corporation

**"SELLER"**

Sep 22 2016  
Date

  
\_\_\_\_\_  
Print Name:  
Abul Azad

**Arshee, Inc.**  
**Corporate Resolution: Authorize Stock**

WHEREAS, it is considered advisable for the Corporation to authorize common shares of the corporation, be it:

RESOLVED, that the Corporation has authorized 1000 shares of common stock with all of the rights and privileges of such stock as set forth in the bylaws of the corporation.

APPROVED AND ADOPTED this 22 day of Sep, 2016.

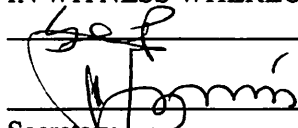


Secretary

**CERTIFICATE OF SECRETARY**

I hereby certify that I am the Secretary of Arshee, Inc. and that the foregoing Bylaws, consisting of 12 pages including this page, constitute the code of Bylaws of the Corporation, as duly adopted at a regular meeting of the Board of Directors of the corporation held Sep 22, 2016.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 22 day of Sep, 2016.



Secretary

# Arshee, Inc.

## Corporate Resolution: Appointment of Officers

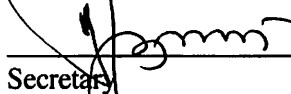
### Officers

Whereas, the Shareholders and Board of Directors deem it to be in the best interest of this corporation to remove and replace the officers of this corporation;

Now, Therefore, Be It Resolved, that the following persons are elected to the offices indicated next to their names to serve until their successors shall be duly elected, unless he or she resigns, is removed from office or is otherwise disqualified from serving as an officer of this corporation, to take their respective offices immediately upon such appointment.

Chairman of Board..... Abul Azad  
President ..... Abul Azad  
Vice President ..... Shireen Azad  
Secretary ..... Abul Azad  
Treasurer ..... Shireen Azad

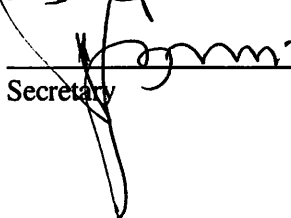
APPROVED AND ADOPTED this 22 day of sep, 2016.

  
Secretary

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Secretary



Section 4. Fiscal Year.

The fiscal year of the Corporation shall end on December 31 of

Section 5. Annual Reports.

The Annual Report to shareholders, described in the laws of the State of Washington, is hereby expressly waived and dispensed with until such time as the Corporation has 100 shareholders.


Section 6. Amendments.

Bylaws may be adopted, amended, or repealed by the vote or action of a majority of the shareholders entitled to exercise a majority of the voting power of the Corporation. Subject to the right of shareholders to adopt, amend, or repeal Bylaws, Bylaws may be adopted, amended, or repealed by the Board of Directors, except that a Bylaw amendment thereof changing the authorized number of directors may be adopted by the Board of Directors only if these Bylaws permit an indefinite number of directors and the Bylaw or amendment thereof adopted by the Board of Directors changes the authorized number of directors within the limits specified in these Bylaws.

Section 7. Indemnification of Corporate Agents.

The Corporation shall indemnify each of its agents against expenses, judgments, fines, settlements and other amounts, actually and reasonably incurred by such person by reason of such person's having been made or having been threatened to be made a party to a proceeding to the fullest extent permissible under the laws of the State of Washington and the Corporation shall advance the expenses reasonably expected to be incurred by such agent in defending any such proceeding upon receipt of the undertaking required by the laws of the State of Washington.

APPROVED AND ADOPTED this 22 day of Sep 2016, 2016.

  
\_\_\_\_\_  
Secretary

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Secretary

*last page of  
Bylaws.*